

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

GREY ROCK GATHERING AND  
MARKETING, LLC,  
*Plaintiff,*

v.

TRINITY TANKERS LLC, and  
TRINITY ENTERPRISE LTD,  
*Defendants.*

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CIVIL ACTION NO. 4:23-cv-01448

RULE 9(h) ADMIRALTY

**PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT**

Pursuant to Rule 55 of the Federal Rules of Civil Procedure, Plaintiff Grey Rock Gathering and Marketing, LLC (“Grey Rock”) moves this Court for entry of default and a default judgment against Defendant Trinity Enterprise Ltd.

1. On April 18, 2023, Grey Rock filed its Complaint in this action, naming Trinity Enterprise as a defendant (Dkt. 1).
2. On April 20, 2023, the Clerk of Court issued summons to Trinity Enterprise (Dkt. 3).
3. In compliance with Fed. R. Civ. P. 4(h)(2) and the Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters, Trinity Enterprise, a foreign defendant, was served by issuance of a Request for Service Abroad of Judicial or Extrajudicial Documents to the Eastern Caribbean Supreme Court on July 14, 2023. On July 19, 2023, Grey Rock filed its Proof of Service (Dkt. 9).

4. Having been served with process on July 14, 2023, Trinity Enterprise's deadline to answer or otherwise defend against the claims asserted in the Complaint was Friday, August 4, 2023. Fed. R. Civ. P. 12(a)(1)(A)(i).<sup>1</sup>

5. Trinity Enterprise has not timely answered or otherwise responded to Grey Rock's Complaint.<sup>2</sup>

6. As Defendant Trinity Enterprise is a foreign business entity and not a natural person, it is not a member of the armed services. In an abundance of caution, Defendant Trinity Enterprise's only known member, Alf J. Annonsen, is not believed to be a member of the armed services.<sup>3</sup>

7. Accordingly, Grey Rock moves the Court to enter default and a final default judgment against Trinity Enterprise, awarding Grey Rock liquidated damages in the amount shown in the Declaration of David Loane.<sup>4</sup>

8. Entry of final judgment is appropriate at this time against both Trinity Enterprise Ltd. and Trinity Tankers LLC because each Defendant has been properly served and neither has appeared, answered, or otherwise responded to the Complaint.<sup>5</sup> Further, each Defendant is jointly and severally liable for nonperformance of the contract at issue in Plaintiff's Complaint. The subject Contract of Affreightment ("COA") was entered between Trinity Enterprise Ltd. and Grey Rock, but Trinity Tankers LLC subsequently undertook to perform under the Contract's terms.

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<sup>1</sup> In its Plaintiff's Proof of Service, Grey Rock mistakenly stated Trinity Enterprise's response deadline was August 31, 2023 pursuant to Fed. R. Civ. P. 12(a)(1)(A)(ii). *See* Dkt. 9. However, as no waiver of service was agreed, Trinity Enterprise's deadline to respond to the Complaint was August 4, 2023, twenty-one days after service was made on July 14, 2023 pursuant to Fed. R. Civ. P. 12(a)(1)(A)(i).

<sup>2</sup> *See* Exhibit A – Declaration of Michael A. Orlando Jr.

<sup>3</sup> *See id.*

<sup>4</sup> *See* Exhibit B – Declaration of David Loane, filed separately under seal due to inclusion of confidential trade secrets.

<sup>5</sup> Plaintiff filed a Motion for Default Judgment against Trinity Tankers LLC on June 8, 2023. *See* Dkt. 5.

Because both Defendants undertook to perform under the same contract, and both Defendants breached the same contract, they are each jointly and severally liable to Grey Rock.<sup>6</sup>

9. Pursuant to the Texas Deceptive Trade Practices Act, Grey Rock moves for an award of treble damages.<sup>7</sup> Prior to each breach of the COA (as detailed in the attached Loane Declaration), Trinity Enterprise knew it could not perform pursuant to the terms of the COA and/or knew that it would sustain losses if it performed pursuant to the COA. Despite this knowledge, Trinity Enterprise continually misrepresented to Grey Rock that it could perform, stringing Grey Rock along in an attempt to limit its own financial risk. Grey Rock relied on Trinity Enterprise's misrepresentations to its detriment, as shown in the Declaration of David Loane. As Trinity Enterprise's wrongful conduct was committed knowingly, Grey Rock requests an award of treble economic damages.

10. Finally, as the prevailing party on its Deceptive Trade Practices Act claim, Grey Rock moves for an award of reasonable and necessary attorney's fees in an amount to be established.<sup>8</sup>

WHEREFORE, PREMISES CONSIDERED, Plaintiff Grey Rock Gathering and Marketing, LLC requests this Court:

- i. enter default against Trinity Enterprise Ltd.;
- ii. enter final default judgment against Trinity Enterprise Ltd. pursuant to Rule 54(b);
- iii. award compensatory damages, treble damages, and attorney's fees in Grey Rock's favor; and

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<sup>6</sup> See *BP Exploration and Production Inc. v. Cashman Equip. Corp.*, 132 F.Supp.3d 876, 895 (S.D. Tex. 2015) (when multiple promisors agree to perform under the same contract, each is jointly and severally liable for the whole performance promised).

<sup>7</sup> See Tex. Bus. & Comm. Code § 17.50(b) (factfinder may award up to three times economic damages if defendant's conduct was committed knowingly).

<sup>8</sup> See *id.* at § 17.50(d) ("Each consumer who prevails shall be awarded court costs and reasonable and necessary attorneys' fees.").

iv. all such other and further relief to which it may be justly entitled.

Respectfully submitted,

**PHELPS DUNBAR LLP**

/s/ Michael A. Orlando Jr. \_\_\_\_\_

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**ATTORNEYS FOR GREY ROCK  
GATHERING AND MARKETING, LLC**

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing instrument was served on Defendant Trinity Enterprise Ltd. at the address below by U.S. mail on September 5, 2023 and further served on Defendant Trinity Enterprise Ltd. via issuance of a Request for Service Abroad of Judicial or Extrajudicial Documents to the Eastern Caribbean Supreme Court in compliance with Fed. R. Civ. P. 4(h)(2) and the Hague Convention.

Trinity Enterprise Ltd.  
The Hallmark Building  
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The Valley  
Anguilla, W.I.

/s/ Michael A. Orlando Jr. \_\_\_\_\_

Michael A. Orlando Jr.